

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>					1. REQUISITION NUMBER		PAGE 1 OF 22					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA8730-04-R-0005		6. SOLICITATION ISSUE DATE				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KATHLEEN N. DELGADO				b. TELEPHONE NUMBER (No collect calls) 781-377-7574		8. OFFER DUE DATE/ LOCAL TIME 02 JUL 2004/5:00				
9. ISSUED BY ESC/GAK		CODE FA8730		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334511 SIZE STANDARD: 750		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS				
ELECTRONIC SYSTEMS CENTER, GAK AIR FORCE MATERIAL COMMAND, USAF 75 VANDENBERG DRIVE, BLDG 1630 HANSCOM AFB, MA 01731-2103 KATHLEEN N. DELGADO 781-377-7574 kathleen.delgado@hanscom.af.mil						13b. RATING DO-A7		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
15. DELIVER TO CODE SEE SF1449 Continuation				16. ADMINISTERED BY CODE								
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE								
TELEPHONE NO.												
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		See SF1449 Continuation (Attach Additional Sheets as Necessary)										
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.												
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.												
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED												
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32c. DATE					32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER				
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL												
38. S/R ACCT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY								
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					42a. RECEIVED BY (Print)							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					42b. RECEIVED AT (Location)							
					42c. DATE REC'D (YY/MM/DD)					42d. TOTAL CONTAINERS		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1 Each	
	<i>Noun:</i>	FLIGHT INSPECTION SYSTEM (FIS)	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>		
	A. The Contractor shall provide all equipment; components and accessories for one (1) Flight Inspection System (FIS) in accordance with (IAW) the Statement of Objectives (SOO) and System Requirements Document (SRD).		
	B. The Contractor shall provide one-year of spares; one year standard commercial warranty. Warranty shall be extended to the Government of Poland.		
	C. Two (2) sets of Operator and Maintenance Manuals (COTS Manuals) shall be provided IAW the Statement of Objectives (SOO).		
	D. The Contractor shall pack one (1) hardcopy of the Factory Acceptance Test or Contractor's Quality Assurance Certification with the equipment prior to shipment IAW the Contract Data Requirements List (CDRL) (attached).		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0002		1 Each	
	<i>Noun:</i>	AIRCRAFT SURVEY FOR FIS	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. The Contractor shall provide all the necessary personnel, equipment and services (estimated 1 field engineer, 2 working days) to conduct an aircraft survey for Flight Inspection System (FIS) at one airfield near Deblin, Poland. The Contractor shall recommend optimum equipment siting and configurations and provide aircraft preparation instruction intended to inspect and calibrate en-route and terminal navigation, air traffic control, and landing systems for the PAADF.		
	B. Requires collaboration with the US Government and PAADF.		
	C. Applicable standards include ICAO Annex 10. The contractor shall describe findings and provide recommendations and site preparation data in a aircraft survey report due 15 days following completion of the site visit.		
	D. The Contractor shall submit a report IAW the documents set forth in the Contract Data Requirements List (CDRL) (attached) to address any restrictions associated with aircraft layout and air traffic operations discovered during the aircraft survey.		
	E. Planned date for the aircraft survey is within sixty (60) days after contract (DARO).		
	F. All documentation shall be in English.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0003		1	
		Each	
	<i>Noun:</i>	CONTRACTOR OVERSIGHT FOR INSTALLATION/CHECKOUT	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. The PAADF are responsible for the installation of the equipment provided in this contract.		
	B. The Contractor shall provide on-site technical assistance for Flight Inspection System (FIS) for the initial flight certification. The Contractor shall also make any adjustments required for commissioning. For planning purposes, Contractor oversight for installation and checkout shall be for approximately 10 working days during a normal work Monday through Friday workweek.		
	C. The Contractor shall provide to ESC/GAF the names and personal information of all company technicians 30 days prior to going to Poland.		
0004		1	
		Each	
	<i>Noun:</i>	TECHNICAL ASSISTANCE (INITIAL COMMISSIONING FLIGHT CERTIFICATION)	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. The PAADF are responsible for arranging for the initial flight Certification of the equipment provided in this contract.		
	B. The Contractor shall provide on-site technical assistance for Flight Inspection System (FIS) for the initial flight certification. The Contractor shall also make adjustments required for commissioning for planning purposes, the Contractor should plan for approximately 10 working days during a normal work Monday through Friday workweek.		
	C. The Contractor shall provide to ESC/GAF the names and personal information of all company technicians 30 days prior to going to Poland.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0005		1 Each	
	<i>Noun:</i> DATA <i>ACRN:</i> U <i>NSN:</i> N - Not Applicable <i>DD1423 is Exhibit:</i> A <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> A. Contractor shall provide Data in support of CLINs 0001, 0002, 0003, and 0004, IAW the documents set forth in the Contract Data Requirements List (CDRL) (attached). B. All documentation shall be in English. C. Price for Data is included in CLINs 0001, 0002, 0003 and 0004.		
0006		1 Each	
	<i>Noun:</i> POST AWARD CONFERENCE <i>ACRN:</i> U <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> A. The contractor shall host a one-day Post Award Conference at the Contractor's facility. The agenda will be coordinated between the US Government and the Contractor.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0007		1 Each	
	<i>Noun:</i>	IN-COUNTRY PROGRAM MANAGEMENT REVIEW	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. The contractor shall attend a two-day Program Management Review in Warsaw, Poland. The agenda will be coordinated between the US Government and the Contractor.		
	B. US Government shall give the Contractor at least four (4) weeks prior notice of the upcoming PMR in order to make travel arrangements.		

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			30 Apr 2005
	<i>Noun:</i>	FLIGHT INSPECTION SYSTEM (FIS)				
	<i>ACRN:</i>	U				
0002		1	U			60 DARO
	<i>Noun:</i>	AIRCRAFT SURVEY FOR FIS				
	<i>ACRN:</i>	U				
	<i>Descriptive Data:</i>					
0003		1	U			31 Aug 2005
	<i>Noun:</i>	CONTRACTOR OVERSIGHT FOR				
	<i>ACRN:</i>	INSTALLATION/CHECKOUT				
		U				
0004		1	U			30 Sep 2005
	<i>Noun:</i>	TECHNICAL ASSISTANCE (INITIAL				
	<i>ACRN:</i>	COMMISSIONING FLIGHT CERTIFICATION)				
		U				

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0005		1	U			ASREQ
	Noun:	DATA				
	ACRN:	U				
0006		1	U		30	DARO
	Noun:	POST AWARD CONFERENCE				
	ACRN:	U				
0007		1	U			15 Jan 2005
	Noun:	IN-COUNTRY PROGRAM MANAGEMENT				
		REVIEW				
	ACRN:	U				

1. FAR 52.203-05 COVENANT AGAINST CONTINGENT FEES (Apr 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

2. FAR 52.203-07 ANTI-KICKBACK PROCEDURES (Jul 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent or a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or

a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

3. FAR 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (Jan 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

4. FAR 52.212-04 ADDENDUM TO CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Oct 2003)

52.212-4, Contract Terms and Conditions -- Commercial Items is hereby tailored as follow and additional clauses are added:

(A) The place of inspection, acceptance, and FOB for CLIN 0001 is the Contractor's facility.

(B) PASSPORTS, LICENCES, VISAS AND PERMITS:

1. The Contractor will be responsible for timely and complete submittal of the necessary information and forms directly to the appropriate government agency for the required passports, visas, licenses or permits. IT IS STRONGLY RECOMMENDED THAT IN THE CASE OF THE GCA EQUIPMENT, THE CONTRACTOR SHOULD SECURE ALL THE NECESSARY EXPORT PERMITS PRIOR TO MANUFACTURE.

2. To insure the timely and effective performance of the program, the Government of Poland will, within the framework of its laws, ensure the timely issuance of visas, entry visas, permits, and licenses as may be required by the Contractor and its subcontractors or their employees or dependants. The Contractor and subcontractors will be responsible for the sponsorship of their employees and dependants, and will deal directly with the appropriate Polish Government agency regarding these matters.

3. The Government of Poland will receive into Poland without regard to race, religion, sex, or ethnic or national origin, Contractor and subcontractor personnel to work on efforts covered by the provisions of this contract who have US Government issued passports, provided they meet the security requirements of the Government of Poland and will impose on such persons no fees or charges for entry, exit or quarantine.

4. If, notwithstanding the above provisions, the Contractor incurs costs arising out of any of the conditions described above, the price of the contract shall be increased accordingly and the costs reimbursed to the Contractor out of funds which will be provided by the Government of Poland under this contract, and the contract delivery schedule will be adjusted accordingly. Reimbursement will be limited to those costs incurred, including applicable overhead and G & A but excluding profit.

C. FOREIGN MILITARY SALES

This is an FMS contract. It is being entered into by the US Government on behalf of a foreign government or international organization under the provisions of the Arms Export Control Act. FMS Case PL-D-DAP

English Language: All documentation shall be in the English Language.

SHIPPING INSTRUCTIONS AND DELIVERY INFORMATION:

(A) Freight Forwarding Company: Menlo Logistics, Inc. POCs in the United States responsible for shipments are:

(1) Ms Geraldine R. Brennan
Logistics Manager
718 S. Fulton Ave.
Mount Vernon, NY 10550
Tele No. (914)665-3579
Fax No. (914)665-3639
e-mail: brennan.geraldine@menloworldwide.com

(2) Mr. Bilson Foster
Logistics Manager
718 S. Fulton Ave.
Mount Vernon, NY 10550
Tele No. (914)665-3579, ext 103
Fax No. (914)665-3639
e-mail: foster.bilson@menloworldwide.com

(B) Label Instructions: Each container shall be labeled with the following (FMS Case PL-D-DAP) information:

Ministry of National Defense Articles
Contract No. FA8730-04-R-0005
FMS Case PL-D-DAP
LOA Case Item 001
Communication Electronic Equipment

(C) Ship To Address: Foreign Services Division
Armed Forces Procurement Department, MOD
2/4 Filtrowa Str.
00-911 Warsaw, Poland

(D) Mark For Address: TBD

(E) The original invoice must be attached to the delivered goods and stated that the material is for the "Ministry of National Defense" and "Country of Origin: USA, manufactured in various countries".

5. FAR 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Apr 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ (3) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999). (If the offeror elects to waive the preference, it shall so indicate in its offer.)

☒ (7) 52.219-08, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637 (d)(2) and (3)).

☒ (8) (i) 52.219-09, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d)(4)).

☒ (8) (ii) 52.219-09, Small Business Subcontracting Plan (Jan 2002). Alternate I (Oct 2001) (15 U.S.C. 637 (d)(4)).

☒ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☒ (13) 52.222-03, Convict Labor (June 2003)(E.O. 11755).

☒ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

☒ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (16) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

☒ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

☒ (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

☒ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

☒ (24) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☒ (27) 52.232-29, Terms For Financing Of Purchases Of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (31) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

☒ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C.1241 and 10 U.S.C. 2631).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C.351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

6. FAR 52.222-29 NOTIFICATION OF VISA DENIAL (Jun 2003)

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW, Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

**7. FAR 52.228-04 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE
OVERSEAS (Apr 1984)**

(a) This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651, et seq.). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall (1) provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require, and (2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701 et seq.). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

**8. FAR 52.230-03 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
(Apr 1998)**

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

9. DFARS 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (Nov 2001)

(a) Definitions. As used in this clause--

(1) "Central Contractor Registration (CCR)" database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

10. DFARS 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (Mar 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

11. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (Jan 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-03 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).

☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (Apr 1996) (15 U.S.C. 637).

☒ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (Apr 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7012 Preference for Certain Domestic Commodities (Feb 2003) (10 U.S.C. 2533a).

☒ 252.225-7014 Preference for Domestic Specialty Metals (Apr 2003) (10 U.S.C. 2533a).

☒ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C. 2779).
Para (b)(1), Sales to the Government(s) of Bulgaria

☒ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).

☒ 252.226-7001 Utilization Of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

☒ 252.227-7015 Technical Data--Commercial Items (Nov 1995) (10 U.S.C. 2320).

☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).

☒ 252.232-7003 Electronic Submission Of Payment Requests (Dec 2003) (10 U.S.C. 2227).

☒ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

☒ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

12. DFARS 252.216-7003 ECONOMIC PRICE ADJUSTMENT-WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (Jun 1997)

(a) The Contractor represents that the prices set forth in this contract-

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of ____; and

(2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

(b) If wage rates or material prices are revised by the government named in paragraph (a) of this clause, the Contracting Officer shall make an equitable adjustment in the contract price and shall modify the contract to the extent that the Contractor's actual costs of performing this contract are increased or decreased, as a direct result of the revision, subject to the following:

(1) For increases in established wage rates or material prices, the increase in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause increased the applicable wage rate(s) or material price(s), but only if the Contracting Officer receives the Contractor's written request for contract adjustment within 10 days of the change. If the Contractor's request is received later, the effective date shall be the date that the Contracting Officer received the Contractor's request.

(2) For decreases in established wage rates or material prices, the decrease in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause decreased the applicable wage rate(s) or material price(s). The decrease in contract unit price(s) shall apply to all items delivered on and after the effective date of the government's rate or price decrease.

(c) No modification changing the contract unit price(s) shall be executed until the Contracting Officer has verified the applicable change in the rates or prices set by the government named in paragraph (a) of this clause. The Contractor shall make available its books and records that support a requested change in contract price.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause of this contract.

13. DFARS 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (Dec 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

14. DFARS 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (Jun 1992)

(a) Definitions. As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

15. DFARS 252.228-7003 CAPTURE AND DETENTION (Dec 1991)

(a) As used in this clause-

(1) "Captured person" means any employee of the Contractor who is

(i) Assigned to duty outside the United States for the performance of this contract; and

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either--

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A "period of detention" begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) "United States" comprises geographically the 50 states and the District of Columbia.

(4) "War Hazards Compensation Act" refers to the statute compiled in Chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of--

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

16. DFARS 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (Jun 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless-

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America;

and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall-

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the assignee to receive payment in the amount invoiced or vouchered.

17. DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) (Jun 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States

Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

18. ESC-I001 SPECIAL TERMS RELATIVE TO WAR, ARMED CONFLICT, INSURRECTION, CIVIL OR MILITARY STRIFE OR SIMILAR CONDITIONS (Feb 2002)

- The following "war clause" shall be applicable to all overseas delivery orders.

a. In the event competent authority of the United States determined that due to war, armed conflict, insurrection, civil or military strife, or similar conditions, the safety of Contractor/Subcontractor personnel is threatened, the parties hereto will negotiate an equitable adjustment to the Contractor for costs incurred to retain such personnel in POLAND or to return such personnel and their dependents to the United States and secure replacement as applicable.

b. The conditions stated in paragraph a of this clause shall be met if and when the United States Secretary of Defense, or any designated representative thereof, issues a determination that the safety of Contractor personnel is threatened and defines the area affected. In such event, the parties shall negotiate the retention of Contractor's personnel and/or their dependents from POLAND or the specified area, and the price adjustment(s) for such actions.

c. The Contractor shall, to the extent that qualified personnel willing to serve in BULGARIA or the specified area are not available, be relieved of the requirement for continued service in POLAND or that area during the period of hostilities. The return to the Contractor's plant of any employee not willing to serve in BULGARIA or in such an area shall be determined to be for the convenience of the Government. However, the Contractor shall make every responsible effort to provide uninterrupted contract performance by qualified personnel. The contract price shall be equitably adjusted by an amount arising from emergency evacuation of such personnel to the nearest place of safety and their return to the place of performance when and if appropriate. Likewise, the contract price shall be equitably adjusted by an amount associated with maintaining Contractor presence in the hostile environment.

d. Notwithstanding the above, the activities and responsibilities of the United States Government (including both the United States Air Force and Contractor services) under this program may be suspended at any time upon determination by the Secretary of State, or any designated representative thereof, that, due to war, armed conflict, insurrection, military or civil unrest or any other conditions, the best interest of the United States so require. The parties hereto shall negotiate an equitable adjustment to the contract reimburse the contractor for any special or additional costs resulting from such suspension.

e. Under no circumstances will Contractor/Subcontractor personnel be required to perform activities that would violate international laws of war and/or armed conflict or direct preparation thereof.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	12	15 MAY 2004	CONTRACT DATA REQUIREMENTS LIST (CRDL)
ATTACHMENT 1	5	15 MAY 2004	STATEMENT OF OBJECTIVES (SOO)
ATTACHMENT 2	2	15 MAY 2004	SYSTEM REQUIREMENTS DOCUMENT (SRD)
ATTACHMENT 3	3	18 MAY 2004	SECTION L, INSTRUCTION FOR PROPOSAL PREPARATION (IFPP)
ATTACHMENT 4	2	18 MAY 2004	SECTION M, EVALUATION FACTORS FOR AWARD

Exhibit A

Contractor Data Requirements List (CDRL)

POLAND FMS Case PL-D-DAP

1 Flight Inspection System (FIS)

15 May 2004

Prepared by:

**Global Air Traffic Operations/Mobility Command & Control (GATO/MC2)
Systems Program Office – Electronic Systems Center ESC / GAF
75 Vandenberg Drive – Bldg 1630
Hanscom AFB, MA 01730-2103**

Poland FMS Case PL-D-DAP
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Office Symbols / Address List	6
DD Form 1423s	7 - 12

Poland FMS Case PL-D-DAP

– GENERAL INSTRUCTIONS for DD Form 1423

1. Contents and Delivery Media

The attached Contract Data Requirements List (CDRL) contains a complete list of data deliverables for its related Contract Line Item Numbers (CLINs). IAW with the Reduction of Paper Act, the electronic delivery of data is required whenever possible. ESC/GAF will accept data in current Microsoft Office™ applications; e.g., access to Contractor's world wide web (www) site, electronic mail, disk. Once the website is functioning, hard copy of each CDRL item will be delivered to ESC/GAK and an e-mail notification made to the Distribution List.

2. Applicable Documents

DoD 5010.12-L, DoD Acquisition Management Systems and Data Requirements Control List (AMSDL), dated 1 April 2001.

3. Standard Data Item Description (DID)

Block 4 contains the Data Item Description (DID) number to be followed in developing the required data. All reference numbers appearing in block 4 correspond to DIDs listed in the AMSDL and are described on DD Form 1664, Data Item Description. Block 10 of DD Form 1664, together with any tailoring cited in the CDRL, contains instructions for preparation of data delivered under this contract.

4. Tailored Data Item Descriptions

Because of program-peculiar data requirements, certain DIDs called out in the CDRL have been tailored from the standard format specified on DD Form 1664. In such cases, "/T" (tailored) has been suffixed to the DID number appearing in block 4 of the CDRL format; for example, DI-MISC-80508/T. The specific tailoring is detailed in block 16, or, if lengthy, by back-up pages as an attachment to the CDRL Exhibit.

5. Submittal Dates

Blocks 12 and 13 specify the required date of arrival of the data at the addressees listed in block 14.

6. Approval Codes

An "A" in block 8 requires that the Government approve/disapprove data submittals in writing not later than 45 days after receipt of the data unless otherwise specified in block 16 of the individual data item. It has been determined for purposes of this contract that an "A" in block 8 may indicate approval/disapproval of format or content or both. The absence of a code in block 8 in no way precludes the Government from exercising approval/disapproval authority for any data submission.

7. Distribution Statement

The code in block 9 indicates which distribution statement is required on all technical data to denote the extent of secondary distribution. For this contract and using DoD Directive 5230.24, unless stated otherwise in Block 16 of the individual DD Form 1423 the following distribution statement applies:

"Distribution Statement C -US Govt and authorized contractors
(reason e: -Specific Authority for foreign military sale) applies, as
of 31 Jan 2002. Controlling Office is ESC/GAF."

8. DD Form 250 Submission

The following is for Poland FMS Case PL-D-DAP contract data deliverables only. No individual data items on the Poland FMS Case PL-D-DAP contract indicate the necessity of a DD Form 250 in Block 7. Also, the data CLINs on this contract are not separately priced (NSP). However, agreement between the Contractor and the PCO may choose to close out individual CLINs/SubCLINs by using a DD 250 form. If so, it would not be to finalize data items, but to close the CDRL Exhibit by closing CLINs/SubCLINs. The Contractor shall prepare and submit a final DD Form 250, Material Inspection and Receiving Report, on a one-time basis, collectively accounting for all completed items called for under Exhibit A, which called for submission of data with a letter of transmittal. The DD Form 250 shall be submitted with the last item required to be delivered.

9. Correspondence

All correspondence, including electronic communications, and all DD Form 250s relating to the CDRL items shall be clearly identified with the contract number, Data Item Description (DID) number, title of the DID, CDRL sequence number(s), list showing the office symbols and the number of copies distributed; the document number and version notation, periods covered, and any other pertinent references/information.

Send ESC data packages to:

**HQ, ESC/GAF
ATTN: Poland FMS PL-D-DAP Program
75 Vandenberg Drive, - Bldg 1630,
Hanscom AFB, MA 01731-2103**

10. Duplication

The Contractor will take care not to unnecessarily duplicate data previously procured by the Government, except to provide required copies to newly established recipients under the contract. Instances of apparent unnecessary duplication should be identified to the Data Management Officer (DMO). The Contractor is encouraged to recommend deletions, additions, substitutions, consolidations, and use of existing contractor or subcontractor formats of data when such actions will aid the procuring agency in obtaining minimum essential data, in a timely and cost effective manner.

11. Questions regarding the data deliverables or DD Forms 1423 may be directed to Lt Jeremy Colvin 781-377-4907 or Dr. Russ Benel 781-377-9236. Or, write to ESC/GAF (Poland FMS Case PL-D-DAP), 75 Vandenberg Drive - Bldg 1630, Hanscom AFB, MA 01731-2103.

Poland FMS Case PL-D-DAP

– OFFICE SYMBOL / ADDRESS LIST

ELECTRONIC SYSTEMS CENTER (ESC) GATO/MC2

ESC/GAF, ESC/GAK, and/or ESC/GAX
ATTN: PL-D-DAP FMS Program
75 Vandenberg Drive - Bldg 1630
Hanscom AFB MA 01731-2103.

email: first.last@hanscom.af.mil 781-377-#### dsn: 478-
####

DCMA

DCMA
ATTN: Poland FMS Case PL-D-DAP Program
c/o

email: first.last@dcmdi.dema.mil

TBD

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188			
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.									
A. CONTRACT LINE ITEM NO. TBD		B. EXHIBIT		C. CATEGORY					
D. SYSTEM/ITEM FIS / FMS Case PL-D-DAP			E. CONTRACT/PR NO. TBD		F. CONTRACTOR TBD				
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Test/Inspection Report			3. SUBTITLE Factory Acceptance Test (FAT) Report				
4. AUTHORITY (Data Acquisition Document No.) DID-NDTI-80809B		5. CONTRACT REFERENCE SOO: PARA 5.1			6. REQUIRING OFFICE ESC/GAF				
7. DD 250 REQ N/A		9. DIST STATEMENT REQUIRED C		10. FREQUENCY ONE TIME		12. DATE OF FIRST SUBMISSION SEE BLK 16			
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION N/A		14. DISTRIBUTION			
16. REMARKS BLK 4 - Contractor format is acceptable. BLK 12 - Final reports are due 15 calendar days after the successful completion of the test. BLK 14 - One hard copy with each end item upon shipment from factory. One paper copy and electronic delivery required; Microsoft Office compatible. Contractor to suggest electronic media: e.g.; If web media is selected access to be determined by GAF If email media is selected, addresses to be provided following contract award. Distribution Statement C: Distribution authorized to US Government agencies and their contractors due to the sensitive nature attributed to this foreign military sale. Other requests shall be referred to HQ, ESC/GA.						a. ADDRESSEE		b. COPIES	
						Draft		Final	
						Reg		Repro	
						ESC/GAF		0 2 0	
						ESC/GAK		0 1 0	
						Pack/ship one copy With FIS		0 1 0	
						DCMA		0 1 0	
						15. TOTAL ^		0 5 0	
G. PREPARED BY Lt Jeremy Colvin			H. DATE		I. APPROVED BY Lt Jeremy Colvin		J. DATE		

DD FORM 1423-1, AUG 96 (EG)

PREVIOUS EDITION MAY BE USED

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					<i>Form Approved</i> OMB No. 0704-0188						
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.											
A. CONTRACT LINE ITEM NO. TBD		B. EXHIBIT		C. CATEGORY							
D. SYSTEM/ITEM FIS / FMS Case PL-D-DAP			E. CONTRACT/PR NO. TBD		F. CONTRACTOR TBD						
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Installation Test Procedures			3. SUBTITLE Installation and SAT Plan						
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-80511/T		5. CONTRACT REFERENCE SOO: PARA 5.2			6. REQUIRING OFFICE ESC/GAF						
7. DD 250 REQ N/A		9. DIST STATEMENT REQUIRED C		10. FREQUENCY ONE TIME		12. DATE OF FIRST SUBMISSION SEE BLK 16					
8. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		14. DISTRIBUTION					
16. REMARKS BLK 4 - Contractor format is acceptable. Sections 10.1; 10.2.3; 10., 10.2.4 and para 10.3 are applicable. In addition, include a description of equipment, services, and support required by site for Installation and SAT. BLK 12 - Submit 60 calendar days prior to system delivery. The Government has 30 calendar days after receipt for comment. BLK 13 - Final Plan is due 15 working days after receipt of Government comments. Two paper copies and electronic delivery required; Microsoft Office compatible. Contractor to suggest electronic media: e.g.; If web media is selected access to be determined by GAF If email media is selected, addresses to be provided following contract award. Distribution Statement C: Distribution authorized to US Government agencies and their contractors due to the sensitive nature attributed to this foreign military sale. Other requests shall be referred to HQ, ESC/GA.						a. ADDRESSEE		b. COPIES			
						Draft		Final			
						Reg		Repro			
						ESC/GAF		1		3 0	
						ESC/GAK		0		1 0	
						15. TOTAL ^		1		4 0	
G. PREPARED BY Lt Jeremy Colvin			H. DATE		I. APPROVED BY Lt Jeremy Colvin		J. DATE				

DD FORM 1423-1, AUG 96 (EG)

PREVIOUS EDITION MAY BE USED

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						<i>Form Approved</i> OMB No. 0704-0188		
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.								
A. CONTRACT LINE ITEM NO. TBD		B. EXHIBIT		C. CATEGORY				
D. SYSTEM/ITEM FIS / FMS Case PL-D-DAP		E. CONTRACT/PR NO. TBD		F. CONTRACTOR TBD				
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Installation Test Report			3. SUBTITLE Installation & SAT Report				
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-80512/T		5. CONTRACT REFERENCE SOO: PARA 5.2		6. REQUIRING OFFICE ESC/GAF				
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE TIME	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION				
8. APP CODE A	C	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE		b. COPIES		
				Draft		Final		
				Reg		Repro		
16. REMARKS BLK 4- Contractor format is acceptable. - Add para "10.1.e Report deviations from the test plan with explanations." BLK 12 - Submit 15 calendar days after completion of each test. BLK 13 - Final reports are due 15 calendar days after receipt of Government comments. Two paper copies and electronic delivery required; Microsoft Office compatible. Contractor to suggest electronic media: e.g.; If web media is selected access to be determined by GAF If email media is selected, addresses to be provided following contract award. Distribution Statement C: Distribution authorized to US Government agencies and their contractors due to the sensitive nature attributed to this foreign military sale. Other requests shall be referred to HQ, ESC/GA.				ESC/GAF		1	3	0
				ESC/GAK		0	1	0
				DCMA		0	1	0
				15. TOTAL ^		1	5	0
G. PREPARED BY Lt Jeremy Colvin		H. DATE		I. APPROVED BY Lt Jeremy Colvin		J. DATE		

DD FORM 1423-1, AUG 96 (EG)

PREVIOUS EDITION MAY BE USED

Attachment 1

Statement of Objective

Flight Inspection Systems (FIS)

15 May 2004

1.0 OBJECTIVE

This effort will provide the Polish Air and Air Defense Forces (PAADF) with one (1) flight inspection system (FIS) and all associated services. The PAADF will install the FIS (with oversight from the contractor) into an AN-26 aircraft located at Poland Number 3 Aircraft Military Works Deblin or comparable facilities designated by Poland. Contractor should plan for delivery of all items on site in Poland NLT 12 months following receipt of order.

2.0 REFERENCE DOCUMENTS

- FIS System Requirements Document (attachment 2)
- ICAO Annex 10, Volume I, October 7, 1999 or current version with Attachment C
- STANAG 3374 AET P-1(B)-- Flight Inspection of NATO Radio/Radar Navigation and Approach Aids, 24 Sept 1996
- AFMAN 11-225, United States Standard Flight Inspection Manual, May 1996 with Changes 1, 2, and 3 July 2000 <http://avnwww.jccbi.gov/icasd/docs/82001a.pdf>
- ICAO, Manual on Testing of Radio Navigation Aids. (Doc 8071) Volume I — Testing of Ground-based Radio Navigation Systems
- ISO 9000, current version

3.0 SCOPE

This effort is to produce, test, and deliver to the PAADF the following: one (1) flight inspection system (FIS) to be installed in one AN-26 aircraft at Poland Number 3 Aircraft Military Works, Deblin, Poland or comparable facilities. The contractor shall conduct an aircraft survey to determine the optimum location for the FIS installation (including cable routing, antenna placement, weight and balance, etc.). The contractor shall perform Factory Acceptance Tests (FAT), Site Acceptance Test (SAT), support installation, and provide technical support for Commissioning Flight Tests. The FIS shall include ground reference systems, FIS simulation capability, and self test/report functions. The contractor shall provide operator and maintainer training, operator and maintenance manuals, a one-year supply of spare parts and consumables, and any special test equipment, tools, and instruments. The contractor shall prepare all items for shipment to the respective site in Poland. Actual shipping will be by a designated Freight Forwarder engaged by the PAADF. All equipment shall be warranted for one year.

4.0 TASK STATEMENT

4.1 PRIME MISSION EQUIPMENT. The contractor shall provide one (1) FIS providing the capability to inspect and calibrate en-route and terminal navigation, air traffic control, and landing systems to be used to certify Poland's navigational and landing aids. The FIS must meet or exceed applicable ICAO, NATO, and Standard Flight Inspection requirements. The FIS must provide the capability to perform flight inspection services on the following systems: ILS (Cat I, II, III); Marker Beacon; VOR; NDB; VHF Communications Systems; PSR/SSR/PAR; Visual Aids (VASI/PAPI); TACAN; DMS; Collocated VOR/DME, and Non-precision GPS Approach (GPSNPA). The FIS will be acquired using the Total Package Approach under Foreign

Military Sales acquisition procedures. The FIS must include all necessary equipment to perform all tests and provide data output in standard format. Items and services will include: an easily installed and removed FIS primary system; all associated hardware (antennae, cables, etc.); software; ground reference systems; FIS simulator; and equipment test panels.

4.2 AIRCRAFT SURVEY. Within 60 days of contract award the contractor shall conduct a detailed aircraft survey of the designated AN-26 at the Poland Number 3 Aircraft Military Works Deblin or comparable facilities designated by Poland. The contractor shall collaborate with the PAADF to determine the optimum locations on the aircraft for locating the FIS system components and wiring. The contractor, working in conjunction with the PAADF, shall identify the exact locations for each FIS component, and provide documentation that details all aircraft preparation requirements, to include power, communications, cable runs, interference mitigation, etc. The contractor shall prepare an Interface Control Document (ICD) and drawings suitable for running system cables (as provided by the contractor) and establishing power sources, and shall document the findings in an aircraft survey report to be delivered within 90 days of contract award. The contractor shall be responsible for supplying accurate information and drawings to enable the PAADF gain appropriate certifications and to accomplish required installation of the FIS. Any specific, unique installation requirements shall be discussed during the aircraft survey informal outbriefing to the PAADF personnel at Deblin and detailed in the report.(DI-MISC-81381)

4.3 MAINTENANCE AND REPAIR. The PAADF will implement two levels of maintenance support for the FIS and: (1) organization, and (2) factory/depot

Organization-level maintenance will be performed, IAW applicable technical manuals, in Poland. PAADF personnel will perform limited organizational maintenance (i.e. minor repairs), or replace consumable items, failed modules and Line Replaceable Units (LRUs). Factory/depot-level maintenance support will provide for the repair/replacement of modules or LRUs. Failed modules or LRUs will be returned to a Contractor-designated facility for repair or replacement, as appropriate (such location being termed the depot).

Organization-level maintenance and operator equipment familiarization training will be provided to PAADF personnel and coordinated by ESC/GAF with the Air Force Security Assistance Training Command (AFSAT). Contractor shall provide information relative to warranty, warranty repair procedures, and procedures for obtaining repair and replacement of failed items that are outside the scope of the warranty.

4.3.1 SITE/OPERATING SPARES, SPARE MODULES AND REPAIR PARTS. The Contractor shall provide a quantity of site operating spares with the equipment sufficient to support/sustain on-site maintenance operations without replenishment for one year, under normal operating conditions. These spare parts are operational type (consumable) parts. The Contractor shall provide one (1) set of spare modules consisting of selected modules, circuit card assemblies and sub-assemblies that have been associated with most in-service failures and/or out-of-tolerance conditions. These modules shall be shipped with the equipment. One set of spare modules shall be adequate to sustain the equipment for one year without replenishment, under normal operating conditions. These components are necessary to allow maintenance of the complete system, consistent with organization-level repair and Built-In Test (BIT) equipment capabilities, to ensure the highest level of system availability. All organization-level maintenance will be performed IAW the applicable technical manuals. Required repair and maintenance activities beyond the capability of organization-level maintenance will be performed at the Contractor's factory or designated repair facility (depot).

4.3.2 TEST EQUIPMENT AND SPECIAL TOOLS. All test equipment of the type and quantity normally found in an avionics repair facility should be enumerated with manufacturer name and model numbers and described in terms of function (to support determination by PAADF personnel of the availability of equivalent items). The Contractor shall provide only FIS-unique test equipment and special tools consistent with the maintenance concept and level of repair anticipated. Equipment generally available in an avionics or electronics test and repair facility is not required.

4.3.3 TECHNICAL DATA. The Contractor shall deliver two (2) sets of technical manuals with the FIS equipment. These technical manuals shall be packed and shipped with the system. The manuals shall include, as a minimum, instructions on operations and maintenance, spare parts information, warranty and warranty repair procedures, and include a standard commercial Illustrated Parts Breakdown (IPB). The operation and maintenance manuals shall be suitable to support system operations and the performance of all on-site maintenance (including preventive maintenance). The manuals shall be of a type and technical quality that are normally supplied to a customer who intends to do organization-level repair and preventive maintenance. The manuals shall be in the English language. (DI-TMSS-80527A/T)

4.4 PACKAGING AND SHIPPING.

Upon successful completion of Factory Acceptance Tests, the contractor shall pack all items for shipment to the end location in Poland using best commercial practices and in close coordination with Poland's Freight Forwarder. A copy of the spare parts listing shall be packed with the spares and an additional copy shall be included with the shipping documents for inventory purposes. The spare parts and test equipment lists shall contain, at minimum, the following information for each item:

Quantity	Unit of measure
Part number	Description
Unit price	Extended price

The Contractor shall use best commercial practices to package and mark the equipment for shipment by sea. The Contractor shall coordinate with the designated Polish freight forwarder to pick up the equipment at source. The Contractor shall comply with any and all shipment and export procedures and licensing restrictions of the US Government. The Contractor shall notify the Contracting Officer and USAF Program Manager no later than three (3) business days prior to shipment, or intent to ship. The Contractor shall consolidate the shipments into the fewest practical number of containers and the fewest practical number of actual shipments, consistent with integrity of the end items. The Contractor shall include a copy of the items being shipped, e.g., listing of components, spare parts, documents, test equipment, etc., with the shipping documents for inventory purposes. The Contractor shall include the following information in a prominent manner on the container shipping labels and invoices:

Ship to address:

Ministry of Defense Articles
Contract F19628-04-C-00xx
FMS Requirement PL-D-DAP
LOA Line Item 001
Equipment Nomenclature (e.g. Flight Inspection System)

Mark for address: TBD

4.5 INSTALLATION. The Contractor shall provide installation oversight for the FIS system. It is estimated this support will require a total of three (3) working days to complete at the site. Installation of the FIS systems shall begin following notification by the Government Program Office that aircraft preparations are complete.

5.0 TESTING

5.1 FACTORY ACCEPTANCE TEST. The contractor shall test the FIS equipment at the factory using standard commercial Factory Acceptance Test (FAT) procedures. Defense Contract Management Agency (DCMA) office and Government Program Office shall be allowed to observe/participate, as appropriate, and shall be notified of the time and place of FAT at least 14 days prior to testing. The contractor shall notify the Government Contracting Officer (PCO) upon successful completion of FAT, and submit a FAT report, for all items, IAW CDRL requirement. (DI-NDTI-80809B)

5.2 INSTALLATION AND SITE ACCEPTANCE TEST. The contractor shall perform Installation and Site Acceptance Test (SAT) in the intended FIS aircraft. Upon successful completion of Installation & SAT, the contractor shall certify the FIS readiness for Commissioning Flight Test. The contractor shall submit installation test procedures and final test report IAW CDRL requirements. (DI-QCIC-80511/T, DI-QCIC-80512/T)

6.0 TECHNICAL ASSISTANCE. The contractor shall provide technical assistance as required to support initial Commissioning Flight Test of the FIS. It is estimated that this will require five (5) workdays for the FIS. In coordination with the PAADF, the contractor shall make adjustments and alignments to the equipment as required. Upon completion of this, the FIS shall be capable of supporting all intended uses.

7.0 SCHEDULE REPORTING REQUIREMENTS. The contractor shall develop and maintain an integrated master program schedule showing the planned and actual start dates, duration, and completion dates of key activities. Key activities include, but are not limited to, aircraft survey, production, testing, and preparation for shipment to meet the contract delivery schedule. The contractor shall provide this schedule to the Government Program Office monthly. (DI-MISC-81183A/T)

8.0 CONFERENCES AND REVIEWS. The contractor shall host a post-award conference in the form of a program management review (PMR) at their facility within 30 days of contract award. A PMR will be conducted in Poland approximately no later than seven (7) months after the completion of the aircraft survey. The USAF Program Manager will coordinate and attempt to schedule this PMR in conjunction with other in-country activities. This PMR shall address issues such as, but not limited to, schedules, Aircraft Survey results, production status, export license status (as applicable), shipping and installation/checkout. The USAF Program Manager shall record and publish PMR minutes, to include: listing of attendees, summary of issues discussed, and action items developed. The USAF Program Manager and contractor shall jointly develop the agenda for these meetings.

9.0 SECURITY PROVISIONS. Information gained in the course of executing this contract shall be subject to the "Disclosure of Information Clause - Dec 1991."

10.0 SPECIAL PROVISIONS

11.0 WARRANTY. The contractor shall provide a one-year standard commercial warranty. The warranty shall commence six (6) months from date of delivery to the Freight Forwarder or upon successful completion of Site Acceptance Test (SAT), whichever occurs first. An optional second year warranty to commence at the end of the first year shall be offered. The terms and conditions shall be identical to the first year warranty.

Attachment 2
System Requirements
Flight Inspection System (FIS)
Poland FMS Case PL-D-DAP

15 May 2004

Overview and Basic Requirements

The Flight Inspection System (FIS) shall provide the capability to inspect and calibrate en-route and terminal navigation, air traffic control, and landing systems and will be used to certify Poland's navigational and landing aids. The FIS shall meet or exceed applicable ICAO, NATO, and industry standard Flight Inspection requirements. The FIS shall provide the capability to perform flight inspection services on the following systems: ILS (Cat I, II, III); Marker Beacon; VOR; NDB; VHF Communications Systems; PSR/SSR/PAR; Visual Aids (VASI/PAPI); TACAN; DMS; Collocated VOR/DME, and Non-precision GPS Approach (GPSNPA). The FIS shall provide all required equipment to operate autonomously and automatically, and include a simulation capability. The FIS shall be capable of being easily installed and removed from the FIS aircraft (designated as an AN-26).

Specific Requirements

- System: The FIS shall use industry standard components (avionics components, processor, displays, user I/O devices, printer, power supplies, etc.) to the maximum extent possible. The system shall be capable of self diagnosis and reporting error conditions (reporting error status is preferred in real time).
- Cabling: All Cabling required to install and operate the FIS in the AN-26 shall be provided.
- Antennae: All required antennae for all systems shall be included for installation on the AN-26.
- Ground Reference System: The system shall be capable of automated operation with use of a DGPS reference (precluding the need for ground-based personnel to maintain a reference of the aircraft).
- Operation: The system shall support FAA, ICAO, NATO or user defined tolerances. The system shall be capable of providing automated and user defined reports. The system shall be capable of storing significant airfield and navigation aid related data internally (or on removable media) for use and re-use in subsequent inspections. The system shall store mission data internally and make it available on removable media for archival storage.

- Simulation: The system shall support training with imbedded or stand alone simulation of critical operational functions.
- Aircraft installation and removal: The operational console design shall allow easy installation and removal in the target aircraft and shall be capable of being installed in alternative aircraft, if so desired, without modifying significantly the physical form factor.
- Power: The FIS shall be capable of operating on power (voltage) available on the target aircraft. Any additional voltages required shall be provided by the FIS itself or ancillary equipment included with the FIS.
- Environmental conditions:
 - Temperature range (operating): 0 to +40 deg C
 - Service ceiling non pressurized: 10,000 ft

Attachment 3

Section L, Instruction for Proposal Preparation (IFPP)

15 May 2004

1. Offerors may provide one proposal for one (1) Flight Inspection System (FIS). There are three general categories of selection criteria for the Poland FMS Case PL-D-DAP Source Selection: (1) Past Performance; (2) Mission Capability; and (3) Price.

2. Instructions - Mission Capability:

Description of Equipment and Services. Offerors shall establish that the proposed equipment items and services are designed to meet all requirements of the solicitation; in this regard, the Offeror shall provide:

- a. System Specification(s) of the equipment being proposed
- b. Proposed strategies/approaches addressing:
 - i. Reliability Assurance processes
 - ii. Factory Acceptance Test (FAT) or similar Quality Control Document
 - iii. Aircraft Survey Report
 - iv. Technical Oversight for installation, check-out and flight certification
- c. A preliminary list of consumables, spare parts, spare modules as well as specialized tools and test equipment to support the FIS for a period of 1 year without replenishment. The list shall include part descriptions, part numbers, quantity, and Unit Identification (U/I), and unit price. Selection of the types and quantities of spares to be provided shall be justified by operational experience and/or analysis.
- d. A preliminary list of the necessary test equipment consistent with the maintenance concept and level of repair supported by equipment design.
- e. The list shall include part descriptions, part numbers, quantity, and Unit Identification (U/I), and unit price.
- f. Warranty and detailed warranty procedures
- g. Copies of FIS equipment check out procedures

Program Schedule. Offerors shall propose a comprehensive Integrated Master Schedule (IMS) identifying/addressing all key activities supporting the solicitation's requirements. Key activities shall include, but not be limited to, the following: aircraft surveys; schedule of USG and/or Poland required actions; deliveries of prime mission equipment and/or services; licensing and export permits; site preparation; subcontractor involvement (as applicable); system installation, site acceptance testing, commissioning flight test(s) assistance; warranty coverage; CDRL submissions; and any other critical program elements, as appropriate.

3. Instructions - Price Proposal:

- a. The Offeror may propose prices for the Flight Inspection System (CLINs 0001-0007)
- b. Prices should be proposed at the CLIN levels. The Government reserves the right to request additional pricing information in accordance with FAR Part 12. In order for

the government to perform price analysis, the offeror should provide pricing information for sales of similar systems within the last three (3) years.

4. Instructions - Past Performance:

As part of the source selection, the Government will evaluate the offerors relevant past performance to establish a level of confidence in the offeror's ability to successfully perform the activities required under this contract. Offerors shall identify past performance that is relevant to the FIS equipment that is proposed to be delivered under this contract. Offerors may identify up to three (3) instances of relevant past performance. For each instance of relevant past performance that the offeror identifies, the offeror shall provide the following information:

- a. a description of the products and/or services that the offeror has previously provided. Where possible, this description should address the proven field usage of the relevant equipment (e.g., the FIS)
- b. the name, address, and phone number of the Government Contracting Officer (or if it was a commercial sale, the name, address, and phone number of the business point of contract of the Buying organization)
- c. the name address, and phone number of the current Government Program Manager (or if was a commercial sale, the name, address, and phone number of the technical point of contact of the Buying organization)
- d. the contract number
- e. the period of performance of the contract
- f. the name, address, and phone number of the Government Administrative Contracting Officer (ACO) who has cognizance over the offeror
- g. whether the relevant past performance was based on the offeror's efforts as a prime contractor or as a subcontractor
- h. if the relevant past performance was based on the offeror's efforts as a prime contractor, then identify and describe any major portions of the effort that were subcontracted
- i. if the relevant past performance was based on the offeror's efforts as a subcontractor, then identify the business and technical points of contract for the prime contractor, and also identify the business (e.g., Government Contracting Officer) and technical (e.g., Government Program Manager) of the end user of the products and/or services.

In addition to the relevant Past Performance information that the offeror provides with his proposal, the Government may also obtain and evaluate past performance information obtained through Contractor Performance Assessment Reporting System (CPARS) documents, questionnaires, Defense Contract Management Agency, interviews with program managers and contracting officials, and/or other sources known to the Government.

5. Instructions - Additional Requirements for Proposal Submission: Offerors must submit the following as their proposal. Failure to submit the following will result in rejection of the proposal:

- a. Technical Proposal (see above, includes schedule)
- b. Past Performance (see above)
- c. Price Proposal (see above).
- d. Completed copy of Solicitation for Commercial Items, Standard Form 1449.
- e. Completed Representations and Certifications (see provision section of solicitation).

6. Instructions for Completing the Model Contract:

- a. Standard Form 1499, "Solicitation/Contract/Order For Commercial Items" (fill in Blocks 30a, 30b, and 30c).
- b. In the "Supplies or Services" Section of the contract:
 - (1) For each CLIN (Contract Line Item Number) that has a "QTY" (Quantity) of "1" (except as set forth in subparagraphs "c" and "d" below), the Offeror shall insert the price of that CLIN under both "Unit Price" and "Total Item Amount" of that CLIN (i.e., the Offeror shall insert the same number on both lines).
 - (2) For each CLIN that has a "QTY" that is greater than 1, the Offeror shall insert the price of 1 unit on the line for "Unit Price", and the Offeror shall insert the total price for all units under that CLIN on the line for "Total Item Amount".
 - (3) For each CLIN that is Not Separately Priced (i.e., the price of that CLIN is included within the price of another CLIN), the Offeror shall insert "NSP" on the line for "Unit Price" and also on the line for "Total Item Amount".
 - (4) For each Option CLIN, under "Descriptive Data" the Offeror shall fill-in the requested information, such as the Unit Price.
- c. Schedule Section G – Contract Administration Data
 - (1) Offerors shall provide the name and contact information for their transportation officer.
 - (2) Offerors shall provide the requested information on their remittance address.
 - (3) Offerors shall provide their Taxpayer Identification Number.
- d. The Offeror's proposal shall be in accordance with the Provision at FAR 52.212-1 entitled "Instructions to Offerors – Commercial Items (Jan 2004)" which is incorporated into this solicitation by reference. However, under Paragraph (g) "Contract Award", the first three sentences are deleted in their entirety and are replaced with: "As part of the process to evaluate offers and award a contract, the Government intends to conduct discussions with offerors who are in the competitive range."
- e. The Provision at FAR 52.212-3 entitled "Offeror Representations and Certifications – Commercial Items (Jan 2004), with its Alternate I (dated April 2002), is included in this solicitation. Offerors shall complete and return these Representations and Certifications with their proposal.
- f. The Offeror shall submit a Small Business Subcontracting Plan that is in accordance with the requirements of the clauses at FAR 52.219-8 entitled "Utilization of Small Business Concerns (Oct 2000)" and 52.219-9 entitled "Small Business Subcontracting Plan (Jan 2002)", both of these clauses are incorporated by reference into this solicitation and also into the resultant contract. Failure to submit an acceptable Small Business Subcontract Plan shall make the offeror ineligible for award. The Small Business Subcontracting Plan will be a material part of the contract that is awarded, and the approved Small Business Subcontracting Plan shall be cited in the Contract Section J List of Attachments.

7. Proposal Submission Deadline: Offerors shall submit three (3) hard copies and one (1) electronic copy of each proposal to the following address not later than 12:00 Noon Eastern Standard Time on 25 June 2004:

ESC/GAK
ATTN: Mr. Edwin Johnson, Contracting Officer
75 VANDENBERG DRIVE (BLDG 1630, Second Floor)
HANSCOM AFB MA 01731-2103

Attachment 3

Section L, Instruction for Proposal Preparation (IFPP)

15 May 2004

1. Offerors may provide one proposal for one (1) Flight Inspection System (FIS). There are three general categories of selection criteria for the Poland FMS Case PL-D-DAP Source Selection: (1) Past Performance; (2) Mission Capability; and (3) Price.

2. Instructions - Mission Capability:

Description of Equipment and Services. Offerors shall establish that the proposed equipment items and services are designed to meet all requirements of the solicitation; in this regard, the Offeror shall provide:

- a. System Specification(s) of the equipment being proposed
- b. Proposed strategies/approaches addressing:
 - i. Reliability Assurance processes
 - ii. Factory Acceptance Test (FAT) or similar Quality Control Document
 - iii. Aircraft Survey Report
 - iv. Technical Oversight for installation, check-out and flight certification
- c. A preliminary list of consumables, spare parts, spare modules as well as specialized tools and test equipment to support the FIS for a period of 1 year without replenishment. The list shall include part descriptions, part numbers, quantity, and Unit Identification (U/I), and unit price. Selection of the types and quantities of spares to be provided shall be justified by operational experience and/or analysis.
- d. A preliminary list of the necessary test equipment consistent with the maintenance concept and level of repair supported by equipment design.
- e. The list shall include part descriptions, part numbers, quantity, and Unit Identification (U/I), and unit price.
- f. Warranty and detailed warranty procedures
- g. Copies of FIS equipment check out procedures

Program Schedule. Offerors shall propose a comprehensive Integrated Master Schedule (IMS) identifying/addressing all key activities supporting the solicitation's requirements. Key activities shall include, but not be limited to, the following: aircraft surveys; schedule of USG and/or Poland required actions; deliveries of prime mission equipment and/or services; licensing and export permits; site preparation; subcontractor involvement (as applicable); system installation, site acceptance testing, commissioning flight test(s) assistance; warranty coverage; CDRL submissions; and any other critical program elements, as appropriate.

3. Instructions - Price Proposal:

- a. The Offeror may propose prices for the Flight Inspection System (CLINs 0001-0007)
- b. Prices should be proposed at the CLIN levels. The Government reserves the right to request additional pricing information in accordance with FAR Part 12. In order for

the government to perform price analysis, the offeror should provide pricing information for sales of similar systems within the last three (3) years.

4. Instructions - Past Performance:

As part of the source selection, the Government will evaluate the offerors relevant past performance to establish a level of confidence in the offeror's ability to successfully perform the activities required under this contract. Offerors shall identify past performance that is relevant to the FIS equipment that is proposed to be delivered under this contract. Offerors may identify up to three (3) instances of relevant past performance. For each instance of relevant past performance that the offeror identifies, the offeror shall provide the following information:

- a. a description of the products and/or services that the offeror has previously provided. Where possible, this description should address the proven field usage of the relevant equipment (e.g., the FIS)
- b. the name, address, and phone number of the Government Contracting Officer (or if it was a commercial sale, the name, address, and phone number of the business point of contact of the Buying organization)
- c. the name address, and phone number of the current Government Program Manager (or if was a commercial sale, the name, address, and phone number of the technical point of contact of the Buying organization)
- d. the contract number
- e. the period of performance of the contract
- f. the name, address, and phone number of the Government Administrative Contracting Officer (ACO) who has cognizance over the offeror
- g. whether the relevant past performance was based on the offeror's efforts as a prime contractor or as a subcontractor
- h. if the relevant past performance was based on the offeror's efforts as a prime contractor, then identify and describe any major portions of the effort that were subcontracted
- i. if the relevant past performance was based on the offeror's efforts as a subcontractor, then identify the business and technical points of contract for the prime contractor, and also identify the business (e.g., Government Contracting Officer) and technical (e.g., Government Program Manager) of the end user of the products and/or services.

In addition to the relevant Past Performance information that the offeror provides with his proposal, the Government may also obtain and evaluate past performance information obtained through Contractor Performance Assessment Reporting System (CPARS) documents, questionnaires, Defense Contract Management Agency, interviews with program managers and contracting officials, and/or other sources known to the Government.

5. Instructions - Additional Requirements for Proposal Submission: Offerors must submit the following as their proposal. Failure to submit the following will result in rejection of the proposal:

- a. Technical Proposal (see above, includes schedule)
- b. Past Performance (see above)
- c. Price Proposal (see above).
- d. Completed copy of Solicitation for Commercial Items, Standard Form 1449.
- e. Completed Representations and Certifications (see provision section of solicitation).

6. Instructions for Completing the Model Contract:

- a. Standard Form 1499, "Solicitation/Contract/Order For Commercial Items" (fill in Blocks 30a, 30b, and 30c).
- b. In the "Supplies or Services" Section of the contract:
 - (1) For each CLIN (Contract Line Item Number) that has a "QTY" (Quantity) of "1" (except as set forth in subparagraphs "c" and "d" below), the Offeror shall insert the price of that CLIN under both "Unit Price" and "Total Item Amount" of that CLIN (i.e., the Offeror shall insert the same number on both lines).
 - (2) For each CLIN that has a "QTY" that is greater than 1, the Offeror shall insert the price of 1 unit on the line for "Unit Price", and the Offeror shall insert the total price for all units under that CLIN on the line for "Total Item Amount".
 - (3) For each CLIN that is Not Separately Priced (i.e., the price of that CLIN is included within the price of another CLIN), the Offeror shall insert "NSP" on the line for "Unit Price" and also on the line for "Total Item Amount".
 - (4) For each Option CLIN, under "Descriptive Data" the Offeror shall fill-in the requested information, such as the Unit Price.
- c. Schedule Section G – Contract Administration Data
 - (1) Offerors shall provide the name and contact information for their transportation officer.
 - (2) Offerors shall provide the requested information on their remittance address.
 - (3) Offerors shall provide their Taxpayer Identification Number.
- d. The Offeror's proposal shall be in accordance with the Provision at FAR 52.212-1 entitled "Instructions to Offerors – Commercial Items (Jan 2004)" which is incorporated into this solicitation by reference. However, under Paragraph (g) "Contract Award", the first three sentences are deleted in their entirety and are replaced with: "As part of the process to evaluate offers and award a contract, the Government intends to conduct discussions with offerors who are in the competitive range."
- e. The Provision at FAR 52.212-3 entitled "Offeror Representations and Certifications – Commercial Items (Jan 2004), with its Alternate I (dated April 2002), is included in this solicitation. Offerors shall complete and return these Representations and Certifications with their proposal.
- f. The Offeror shall submit a Small Business Subcontracting Plan that is in accordance with the requirements of the clauses at FAR 52.219-8 entitled "Utilization of Small Business Concerns (Oct 2000)" and 52.219-9 entitled "Small Business Subcontracting Plan (Jan 2002)", both of these clauses are incorporated by reference into this solicitation and also into the resultant contract. Failure to submit an acceptable Small Business Subcontract Plan shall make the offeror ineligible for award. The Small Business Subcontracting Plan will be a material part of the contract that is awarded, and the approved Small Business Subcontracting Plan shall be cited in the Contract Section J List of Attachments.

7. Proposal Submission Deadline: Offerors shall submit three (3) hard copies and one (1) electronic copy of each proposal to the following address not later than 12:00 Noon Eastern Standard Time on 25 June 2004:

ESC/GAK

ATTN: Mr. Edwin Johnson, Contracting Officer

75 VANDENBERG DRIVE (BLDG 1630, Second Floor)

HANSCOM AFB MA 01731-2103

1. FAR 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (Jan 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an

award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697_2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil/>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com/>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423 or 269-961-5757.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

2. FAR 52.212-02 EVALUATION--COMMERCIAL ITEMS (Jan 1999)

(a) The Government will award a contract resulting from the solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: a. Past Performance b. Mission Capability c. Price

Mission capability is more important than price and price is more important than past performance.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

3. FAR 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Jan 2004) , Alternate I , (Apr 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name:

TIN:

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

☐ 50 or fewer ☐ \$1 million or less
☐ 51 - 100 ☐ \$1,000,001 - \$2 million
☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million
☐ 251 - 500 ☐ \$3,500,001 - \$5 million
☐ 501 - 750 ☐ \$5,000,001 - \$10 million
☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million
☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged business participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ☐] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO COUNTRY OF ORIGIN

___ List line item numbers and country of origin as applicable.

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g).

(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program":

FTA Country or Israeli End Products

LINE ITEM NO COUNTRY OF ORIGIN

___ Insert line item numbers and country of origin, as applicable

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO COUNTRY OF ORIGIN

___ Insert line item numbers and country of origin, as applicable.

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products

Line Item No.:

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.: Country of Origin:

____ [List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.: Country of Origin:

____ [List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).

(1) Listed end products.

(Insert list of any end products being acquired.)

(Insert list of countries of origin.)

(2) Certification. If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.

(i) ☐ The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

4. DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (Mar 1998)

(a) Definitions. As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

5. DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (Sep 1994)

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
---------------------------------------------------------------------	--------------------------------------------------------------------------------------------------

**6. DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (Nov 1995)**

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.